CURRENT DECISIONS

CONSTITUTIONAL LAW—DUE PROCESS—FORFEITURE—DRAFT ANIMAL AND HARNESS PART OF "CONVEYANCE."—A proceeding was begun for the seizure and condemnation of a buggy together with the draft animal and harness hitched thereto under a statute which provided for the condemnation of "all vehicles and conveyances of every kind and description which are used . . . in conveying any liquors." It was urged that the mule with the harness hitched to and being used to draw the buggy in which liquors were being conveyed in violation of the statute did not constitute a part of the "conveyance." *Held,* that the mule and harness constituted an essential part of the conveyance. Atkinson, J., dissenting. *Gates v. State* (1919, Ga.) 101 S. E. 769.

The decision sustaining the constitutionality of this Georgia statute was annotated in (1919) 28 YALE LAW JOURNAL, 824.

CONTRACTS—CONSIDERATION—ILLEGALITY.—The defendant induced the plaintiff to break his contract with a third party by giving a bond to indemnify the plaintiff in case he should be compelled to pay damages for the breach. The plaintiff, having been compelled to pay damages, sued the defendant on the bond. *Held,* that he should not recover. *Hocking Valley Ry. v. Barbour* (1920, App. Div.) 179 N. Y. Supp. 810.

The court held that since the consideration for the contract of indemnity, breaking the contract with the third party, was illegal, the contract of indemnity was unenforcible; that to enforce it would be assisting in the civil wrong done the third party. This seems sound and in accord with the authorities. Inducing one to break a contract operates to create a right to damages in the injured third party against the enticer. See COMMENT (1916) 25 YALE LAW JOURNAL, 407. And where the consideration is the commission of a civil wrong the contract is usually unenforcible. *Randall v. Howard* (1862, U. S.) 2 Black, 585; *Stewart v. Scott* (1891) 54 Ark. 187, 15 S. W. 463.

CONTRACTS—INTERPRETATION—DUTY AND LIABILITY OF PUBLIC SERVICE COMPANIES.—The appellant company entered into a contract with the respondent city by which *inter alia* the former secured a *privilege* to operate its cars over certain streets together with a *duty* "to keep in good repair the roadway between the rails . . . with the same material as the city shall have last used to pave or repave these spaces *and the street* previous to such repairs." At the time this contract was made, the entire street was paved with macadam. Fifteen years later the city repaved all the street except this railway zone with asphalt upon a concrete foundation and ordered, by ordinance, the company to repave its zone with like material. Upon refusal the city secured a peremptory writ of *mandamus.* The company claimed that its contractual duty was only to repave with the same material as the city *last used between the rails;* that the city was attempting to impose an inherently arbitrary and unreasonable non-contractual duty; and that performance of the duty contemplated by the city would reduce its income below a reasonable return on the investment and thus deprive it of its property in violation of the Fourteenth Amendment. *Held,* that the duty to repave created by the contract, as construed by the city, must be fulfilled. Pitney and McReynolds, JJ., *dissenting. Milwaukee Electric Railway and Light Co. v. State of Wisconsin ex rel. City of Milwaukee* (March 1, 1920) U. S. Sup. Ct. Oct. Term, 1919, No. 55.

The Court based its decision solely on the contract and termed the company's